

Exhibit A

Exhibit A-1

CIVIL CASE INFORMATION SHEET

CAUSE NUMBER (FOR CLERK USE ONLY): _____ COURT (FOR CLERK USE ONLY): _____

STYLED _____

(e.g., John Smith v. All American Insurance Co; In re Mary Ann Jones; In the Matter of the Estate of George Jackson)

A civil case information sheet must be completed and submitted when an original petition or application is filed to initiate a new civil, family law, probate, or mental health case or when a post-judgment petition for modification or motion for enforcement is filed in a family law case. The information should be the best available at the time of filing.

1. Contact information for person completing case information sheet:		Names of parties in case:		Person or entity completing sheet is:	
Name: J. James Cooper Address: 811 Main Street, Suite 1700 City/State/Zip: Houston, Texas 77002 Signature: /s/ Jim Cooper		Email: jcooper@reedsmith.com Telephone: 713-469-3800 Fax: 713-469-3899 State Bar No: 04780010		Plaintiff(s)/Petitioner(s): The Brock Group Inc Defendant(s)/Respondent(s): AIG Specialty Insurance Company Petrin Corporation Zachry Construction Corporation	
				<input checked="" type="checkbox"/> Attorney for Plaintiff/Petitioner <input type="checkbox"/> Pro Se Plaintiff/Petitioner <input type="checkbox"/> Title IV-D Agency <input type="checkbox"/> Other: _____	
				Additional Parties in Child Support Case: Custodial Parent: Non-Custodial Parent: Presumed Father:	
[Attach additional page as necessary to list all parties]					
2. Indicate case type, or identify the most important issue in the case (select only 1):					
Civil			Family Law		
Contract	Injury or Damage	Real Property	Marriage Relationship	Post-judgment Actions (non-Title IV-D)	
<i>Debt/Contract</i> <input type="checkbox"/> Consumer/DTPA <input type="checkbox"/> Debt/Contract <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Other Debt/Contract: _____ <i>Foreclosure</i> <input type="checkbox"/> Home Equity—Expedited <input type="checkbox"/> Other Foreclosure <input type="checkbox"/> Franchise <input checked="" type="checkbox"/> Insurance <input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Non-Competition <input type="checkbox"/> Partnership <input type="checkbox"/> Other Contract: _____	<input type="checkbox"/> Assault/Battery <input type="checkbox"/> Construction <input type="checkbox"/> Defamation <i>Malpractice</i> <input type="checkbox"/> Accounting <input type="checkbox"/> Legal <input type="checkbox"/> Medical <input type="checkbox"/> Other Professional Liability: _____ <input type="checkbox"/> Motor Vehicle Accident <input type="checkbox"/> Premises <i>Product Liability</i> <input type="checkbox"/> Asbestos/Silica <input type="checkbox"/> Other Product Liability List Product: _____ <input type="checkbox"/> Other Injury or Damage: _____	<input type="checkbox"/> Eminent Domain/Condemnation <input type="checkbox"/> Partition <input type="checkbox"/> Quiet Title <input type="checkbox"/> Trespass to Try Title <input type="checkbox"/> Other Property: _____ Related to Criminal Matters <input type="checkbox"/> Expunction <input type="checkbox"/> Judgment Nisi <input type="checkbox"/> Non-Disclosure <input type="checkbox"/> Seizure/Forfeiture <input type="checkbox"/> Writ of Habeas Corpus—Pre-indictment <input type="checkbox"/> Other: _____	<input type="checkbox"/> Annulment <input type="checkbox"/> Declare Marriage Void <i>Divorce</i> <input type="checkbox"/> With Children <input type="checkbox"/> No Children	<input type="checkbox"/> Enforcement <input type="checkbox"/> Modification—Custody <input type="checkbox"/> Modification—Other Title IV-D <input type="checkbox"/> Enforcement/Modification <input type="checkbox"/> Paternity <input type="checkbox"/> Reciprocals (UIFSA) <input type="checkbox"/> Support Order	
Employment	Other Civil		Other Family Law	Parent-Child Relationship	
<input type="checkbox"/> Discrimination <input type="checkbox"/> Retaliation <input type="checkbox"/> Termination <input type="checkbox"/> Workers' Compensation <input type="checkbox"/> Other Employment: _____	<input type="checkbox"/> Administrative Appeal <input type="checkbox"/> Antitrust/Unfair Competition <input type="checkbox"/> Code Violations <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Intellectual Property		<input type="checkbox"/> Enforce Foreign Judgment <input type="checkbox"/> Habeas Corpus <input type="checkbox"/> Name Change <input type="checkbox"/> Protective Order <input type="checkbox"/> Removal of Disabilities of Minority <input type="checkbox"/> Other: _____	<input type="checkbox"/> Adoption/Adoption with Termination <input type="checkbox"/> Child Protection <input type="checkbox"/> Child Support <input type="checkbox"/> Custody or Visitation <input type="checkbox"/> Gestational Parenting <input type="checkbox"/> Grandparent Access <input type="checkbox"/> Paternity/Parentage <input type="checkbox"/> Termination of Parental Rights <input type="checkbox"/> Other Parent-Child: _____	
Tax	Probate & Mental Health				
<input type="checkbox"/> Tax Appraisal <input type="checkbox"/> Tax Delinquency <input type="checkbox"/> Other Tax	<i>Probate/Wills/Intestate Administration</i> <input type="checkbox"/> Dependent Administration <input type="checkbox"/> Independent Administration <input type="checkbox"/> Other Estate Proceedings		<input type="checkbox"/> Guardianship—Adult <input type="checkbox"/> Guardianship—Minor <input type="checkbox"/> Mental Health <input type="checkbox"/> Other: _____		
3. Indicate procedure or remedy, if applicable (may select more than 1):					

<input type="checkbox"/> Appeal from Municipal or Justice Court <input type="checkbox"/> Arbitration-related <input type="checkbox"/> Attachment <input type="checkbox"/> Bill of Review <input type="checkbox"/> Certiorari <input type="checkbox"/> Class Action	<input type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Garnishment <input type="checkbox"/> Interpleader <input type="checkbox"/> License <input type="checkbox"/> Mandamus <input type="checkbox"/> Post-judgment	<input type="checkbox"/> Prejudgment Remedy <input type="checkbox"/> Protective Order <input type="checkbox"/> Receiver <input type="checkbox"/> Sequestration <input type="checkbox"/> Temporary Restraining Order/Injunction <input type="checkbox"/> Turnover
4. Indicate damages sought (do not select if it is a family law case):		
<input type="checkbox"/> Less than \$100,000, including damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorney fees <input type="checkbox"/> Less than \$100,000 and non-monetary relief <input type="checkbox"/> Over \$100,000 but not more than \$200,000 <input type="checkbox"/> Over \$200,000 but not more than \$1,000,000 <input checked="" type="checkbox"/> Over \$1,000,000		

Rev 2/13



I, Chris Daniel, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date. Witness my official hand and seal of office this December 14, 2016

Certified Document Number: 72597913 Total Pages: 2

Chris Daniel, DISTRICT CLERK
HARRIS COUNTY, TEXAS

In accordance with Texas Government Code 406.013 electronically transmitted authenticated documents are valid. If there is a question regarding the validity of this document and or seal please e-mail support@hcdistrictclerk.com

Exhibit A-2

CAUSE NO.: _____

THE BROCK GROUP, INC.	§	IN THE DISTRICT COURT
<i>Plaintiff</i>	§	
	§	
v.	§	
	§	_____ JUDICIAL DISTRICT
AIG SPECIALTY INSURANCE	§	
COMPANY, PETRIN CORPORATION,	§	
and ZACHRY CONSTRUCTION	§	
CORPORATION	§	
<i>Defendants.</i>	§	HARRIS COUNTY, TEXAS

PLAINTIFF'S ORIGINAL PETITION

Plaintiff The Brock Group, Inc. ("Brock") files this its Original Petition against defendants AIG Specialty Insurance Company ("AIG"), Petrin Corporation ("Petrin"), and Zachry Construction Corporation ("Zachry") (collectively, the "Defendants"), and shows the following:

DISCOVERY

1. Plaintiff requests discovery be conducted under Level 3, pursuant to TEX. R. CIV. P. 190.4.

PARTIES

2. Brock is a Texas corporation maintaining its principal place of business in Houston, Texas and engaging in the business of providing industrial services to industrial facilities in Houston and the surrounding areas.

3. AIG is an Illinois corporation maintaining its principal place of business in New York, New York and engaging in the business of providing and selling insurance, including professional liability insurance, in Texas. AIG may be served with process through its agent, the Texas Department of Insurance, 333 Guadalupe, Austin, Texas 78701. The Texas Department of

Insurance may forward service to General Counsel, Legal Department, AIG Specialty Insurance Company, 175 Water Street, New York, New York 10038.

4. Petrin is a Florida corporation maintaining its principal place of business in Port Allen, Louisiana and engaging in the business of providing industrial services to industrial facilities in Houston and the surrounding areas. Petrin may be served with process on its registered agent for service of process, Corporation Service Company, 211 E 7th Street, Suite 620, Austin, Texas 78701.

5. Zachry is a Delaware corporation maintaining its principal place of business in San Antonio, Texas and engaging in the business of providing industrial services to industrial facilities in Houston and the surrounding areas. Zachry may be served with process on its registered agent for service of process, CT Corporation System, 1999 Bryan Street, Suite 900, Dallas, Texas 75201.

JURISDICTION AND VENUE

6. This Court has subject matter jurisdiction of this cause to grant all relief requested by Plaintiff. The amount in controversy is within the jurisdictional limits of this Court.

7. Venue is proper in this county pursuant to TEX. CIV. PRAC. & REM. CODE § 15.002(a)(1) because a substantial part of the events or omissions giving rise to the asserted claims occurred in Harris County, Texas, including the placement of the insurance policy at issue.

FACTS

A. The Scaffold Incident

8. The Dow Chemical Company (“Dow”) contracted with several industrial services firms, including Brock, Petrin and Zachry, to perform services at Dow’s St. Charles Operations facility in Hahnville, Louisiana (the “Facility”).

9. Dow engaged Brock to design, engineer and provide a 248 foot scaffold in order to allow other subcontractors, including Defendants Petrin and Zachry, to perform work on the DA-110 ethylene column at the Facility. Upon information and belief, Dow engaged Petrin to perform sand blasting services and Zachry to conduct certain mechanical services in connection with the column.

10. By August 2014, the scaffold was assembled for use.

11. Upon information and belief, Petrin, through its sand blasting activities on March 25, 2015 and March 26, 2015, negligently caused massive and excessive amounts of sand to accumulate and remain on various levels of the scaffolding.

12. Upon additional information and belief, Brock later discovered that Zachry made unauthorized modifications to the scaffold without Brock’s direction or consent.

13. On March 26, 2015, an inspection revealed that the scaffold’s structure was failing on two different levels of the scaffolding. Further inspections later revealed additional structural failures (collectively, the “Incident”).

14. Brock was forced to immediately develop a recovery plan to repair and reinforce the scaffold. On April 11, 2015, the scaffold was fully functioning and work around the column resumed.

B. The Dow Claim

15. On July 22, 2015, Brock received a letter from Dow stating that, as a result of the Incident, work at the St. Charles facility was significantly delayed, leaving Dow with a total of \$16 million in damages (the “Dow Claim”).

16. Receipt of the July 22, 2015 letter provided the first knowledge to Brock that Dow suffered any damages as a result of the Incident.

17. In its letter, Dow claimed that the scaffold was improperly and defectively designed by Brock and requested reimbursement from Brock in the amount of \$16 million dollars’ for their cost incurred, as a result of the faulty scaffolding.

18. On March 28, 2016, Brock settled the Dow Claim for a total of \$8 million (the “Settlement”). The Settlement was not only prudent, but reasonable in light of Brock’s legal liability to Dow for its Claim.

C. Brock’s Insurance Coverage

19. To protect itself against such claims, Brock had historically purchased professional liability insurance from Defendant AIG.

20. Relevant here is Contractor’s Professional and Pollution Liability Insurance Policy No. CPPL 4464518 that AIG issued to Brock for the policy period June 1, 2015 – June 1, 2016 (the “Policy”).

21. On November 20, 2015, Brock alerted AIG to the existence of the Dow Claim and requested coverage for the same under the Policy.

22. The Dow Claim states a claim that falls within the professional liability coverage provided by the Policy because it is a written demand received by Brock that alleges liability or responsibility for an error or omission in rendering design and/or engineering services.

23. After acknowledging receipt of notice for the Dow Claim, on November 30, 2015, AIG requested additional information about the Claim which Brock promptly provided.

24. On February 29, 2016, AIG denied coverage for the Dow Claim.

25. Following this wrongful denial by AIG, as asserted earlier, Brock entered into the Settlement with Dow on March 28, 2016.

26. Although Brock demanded that AIG reimburse Brock for the full amount of the Settlement for the Dow Claim, AIG has failed to contribute towards the Settlement.

27. No defenses to coverage apply under the Policy, or AIG has waived all defenses to coverage under the Policy, or such defenses are the subject of estoppel.

28. To the extent that any provision of the Policy is ambiguous, it should be construed in favor of coverage.

CAUSES OF ACTION AND DAMAGES

A. Breach of Contract Against AIG

29. The Policy is a valid and enforceable insurance contract for which all premiums have been paid.

30. Brock has performed all of its obligations under the Policy, and any and all conditions precedent to Brock's rights under the Policy respecting the Dow Claim have been satisfied or waived.

31. Pursuant to the terms and conditions of the Policy, AIG is contractually obligated to reimburse Brock for the full amount of the Settlement paid by Brock in connection with the Dow Claim.

32. By failing to reimburse Brock for the Settlement payment, AIG has materially breached its insurance contract, which breach has damaged, and continues to damage, Brock.

B. Violation of Texas Insurance Code Chapter 541 Against AIG

33. AIG violated Texas Insurance Code Chapter 541 by failing to effect a fair and equitable payment of the Settlement when Brock's liability became reasonably clear.

34. This violation caused Brock to suffer damages.

35. Further, to the extent that this unlawful act and practice under Chapter 541 of the Texas Insurance Code was committed knowingly, Brock is entitled to an award of multiples damages under Texas Insurance Code Section 541.152.

C. Alternative Claims: Negligence Against Defendants Petrin and Zachry

36. AIG advised Brock that it "must do whatever is necessary to secure and effect any rights of indemnity, contribution or apportionment that the Insured may have."

37. In compliance with AIG's instructions, Brock seeks, in the alternative and to the extent the Incident resulted from excessive sand accumulation on and/or unauthorized modifications to the scaffold, to hold Defendants Petrin and Zachry responsible for the Incident.

38. Petrin and Zachry owed Brock a duty to act with reasonable care, so as not to create an unreasonably dangerous condition on and/or with respect to the scaffold, the property of another.

39. Petrin breached its duty of reasonable care by allowing excessive amounts of sand to accumulate on the scaffold, failing to properly remove all sand and failing to warn Brock and others of the dangerous condition created by the sand. The excess sand on the scaffold, either alone or in concert with Zachry's unauthorized modifications to the scaffold, caused the Incident.

40. Zachry breached its duty of reasonable care by modifying certain aspects of the scaffold without permission and this modification weakened the scaffold's structure. The unauthorized modifications, either alone or in concert with the added weight of the sand deposited by Petrin, caused the Incident.

41. The hazard created by excessive amounts of sand and/or modifications to the scaffold were foreseeable and caused damage to Brock.

**D. Alternative Claims: Contribution and Indemnity Claim
Against Petrin and Zachry**

42. Alternatively, Brock is entitled to indemnity, contribution, and/or set off from Defendants Petrin and Zachry whose fault caused or contributed to Brock's liability and its Settlement payment to Dow, for which recovery is sought, and Brock is further entitled to liability protection to the full extent permitted under the applicable law.

E. Damages

43. Defendants' wrongful conduct as described above is a direct, proximate, and/or producing cause of Brock's actual, general, economic, special, consequential, direct and indirect damages.

F. Attorney's Fees

44. Brock was forced to retain the undersigned attorneys to pursue this action. Therefore, pursuant to TEX. CIV. PRAC. & REM. CODE § 38.001 and Tex. Ins. Code § 541.152, all of Brock's reasonable and necessary attorneys' fees may be recovered-through trial, appeal, and Supreme Court review.

JURY DEMAND

45. Brock demands a jury trial and hereby tenders the proper fee.

PRAYER

THEREFORE, Brock requests that:

- a) AIG, Petrin, and Zachry answer these claims;
- b) Judgment be entered against AIG for:

1. All actual, general, economic, special, consequential, direct and indirect damages suffered by Brock;
2. Multiple Damages if AIG knowingly committed unlawful acts and practices under the Texas Insurance Code;
3. Prejudgment and post-judgment interest at the maximum allowable rate;
4. Reasonable and necessary attorney's fees and expenses incurred in this litigation;
5. All costs in prosecuting this litigation; and
6. Any additional relief, legal and equitable, general or special, to which Brock may be justly or equitable entitled.

c) In the alternative, judgment be entered against Petrin and Zachry for:

1. All actual, general, economic, special, consequential, direct and indirect damages suffered by Brock;
2. Prejudgment and post-judgment interest at the maximum allowable rate; and
3. All costs in prosecuting this litigation.

Respectfully submitted,

REED SMITH LLP

By: 

J. James Cooper

T.X. I.D. No. 04780010

REED SMITH LLP

811 Main Street

Suite 1700

Houston, Texas 77002

Telephone: 713.469.3800

Facsimile: 713.469.3899

jcooper@reedsmith.com

*Lead Attorney for Plaintiff,
The Brock Group, Inc.*

OF COUNSEL:

REED SMITH LLP

Caitlin R. Garber (*pro hac vice forthcoming*)

Pa. I.D. No. 311321

cgarber@reedsmith.com

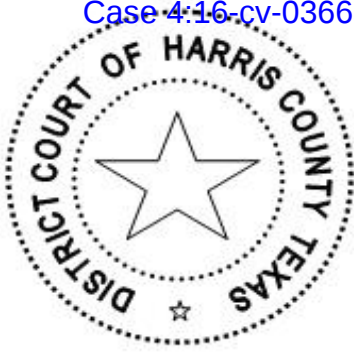
Three Logan Square

1717 Arch Street, Suite 3100

Philadelphia, PA 19103

Telephone: 215.851.8100

Facsimile: 215.851.1420



I, Chris Daniel, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.
Witness my official hand and seal of office
this December 14, 2016

Certified Document Number: 72597912 Total Pages: 9

Chris Daniel, DISTRICT CLERK
HARRIS COUNTY, TEXAS

In accordance with Texas Government Code 406.013 electronically transmitted authenticated documents are valid. If there is a question regarding the validity of this document and or seal please e-mail support@hcdistrictclerk.com

Exhibit A-3

FOR EACH PARTY SERVED YOU MUST FURNISH ONE (1) COPY OF THE PLEADING
FOR WRITS FURNISH TWO (2) COPIES OF THE PLEADING PER PARTY TO BE SERVED

CASE NUMBER: 2016-76472 CURRENT COURT: _____

TYPE OF INSTRUMENT TO BE SERVED (See Reverse For Types): PLAINTIFF'S ORIGINAL PETITION

FILE DATE OF MOTION: NOVEMBER 3, 2016
Month/ Day/ Year

SERVICE TO BE ISSUED ON (Please List Exactly As The Name Appears In The Pleading To Be Served):

1. NAME: ZACHRY CONSTRUCTION CORPORATION

ADDRESS: 1999 Bryan Street, Suite 900, Dallas, Texas 75201

AGENT, (if applicable): CT Corporation System

TYPE OF SERVICE/PROCESS TO BE ISSUED (see reverse for specific type): CITATION

SERVICE BY (check one):

☐ ATTORNEY PICK-UP ☐ CONSTABLE

☒ CIVIL PROCESS SERVER - Authorized Person to Pick-up: Box 46 Liberty Lit Support Phone: 281-200-5310

☐ MAIL ☐ CERTIFIED MAIL

☐ PUBLICATION:

Type of Publication: ☐ COURTHOUSE DOOR, or
☐ NEWSPAPER OF YOUR CHOICE: _____

☐ OTHER, explain _____

ATTENTION: Effective June1, 2010

For all Services Provided by the DISTRICT CLERKS OFFICE requiring our office to MAIL something back to the Requesting Party, we require that the Requesting Party provide a Self-Addressed Stamped Envelope with sufficient postage for mail back. Thanks you,

2. NAME: PETRIN CORPORATION

ADDRESS: 211 E 7th Street, Suite 620, Austin, Texas 78701

AGENT, (if applicable): Corporation Service Company

TYPE OF SERVICE/PROCESS TO BE ISSUED (see reverse for specific type): _____

SERVICE BY (check one):

☐ ATTORNEY PICK-UP ☐ CONSTABLE

☒ CIVIL PROCESS SERVER - Authorized Person to Pick-up: Liberty Lit Support Phone: 281-200-5310

☐ MAIL ☐ CERTIFIED MAIL

☐ PUBLICATION:

Type of Publication: ☐ COURTHOUSE DOOR, or
☐ NEWSPAPER OF YOUR CHOICE: _____

☐ OTHER, explain _____

ATTORNEY (OR ATTORNEY'S AGENT) REQUESTING SERVICE:

NAME: J. James Cooper TEXAS BAR NO./ID NO. 04780010

MAILING ADDRESS: 811 Main Street, Suite 1700

PHONE NUMBER: 713 713-469-3800 FAX NUMBER: 713 713-469-3899
area code phone number area code fax number

EMAIL ADDRESS: jcooper@reedsmith.com

SERVICE TO BE ISSUED ON (Please List Exactly As The Name Appears In The Pleading To Be Served):3. NAME: AIG SPECIALTY INSURANCEADDRESS: 333 Guadalupe, Austin, Texas 78701AGENT, (if applicable): Texas Department of Insurance,**TYPE OF SERVICE/PROCESS TO BE ISSUED** (see reverse for specific type): CITATION**SERVICE BY** (check one):☐ **ATTORNEY PICK-UP**☐ **CONSTABLE**☒ **CIVIL PROCESS SERVER** - Authorized Person to Pick-up: Liberty Lit Support Phone: 281-200-5310☐ **MAIL**☐ **CERTIFIED MAIL**☐ **PUBLICATION:**Type of Publication: ☐ **COURTHOUSE DOOR, or**☐ **NEWSPAPER OF YOUR CHOICE:** _____☐ **OTHER, explain** _____**ATTENTION: Effective June1, 2010**

For all Services Provided by the DISTRICT CLERKS OFFICE requiring our office to MAIL something back to the Requesting Party, we require that the Requesting Party provide a Self-Addressed Stamped Envelope with sufficient postage for mail back. Thanks you,

ATTORNEY (OR ATTORNEY'S AGENT) REQUESTING SERVICE:NAME: J. James Cooper TEXAS BAR NO./ID NO. 04780010MAILING ADDRESS: 811 Main Street, Suite 1700

PHONE NUMBER: 713 713-469-3800 FAX NUMBER: 713 713-469-3899
area code phone number area code fax number

EMAIL ADDRESS: jcooper@reedsmith.com

SERVICE REQUESTS WHICH CANNOT BE PROCESSED BY THIS OFFICE WILL BE HELD FOR 30 DAYS PRIOR TO CANCELLATION. FEES WILL BE REFUNDED ONLY UPON REQUEST, OR AT THE DISPOSITION OF THE CASE.

SERVICE REQUESTS MAY BE REINSTATED UPON APPROPRIATE ACTION BY THE PARTIES.

SERVICE REQUESTS WHICH CANNOT BE PROCESSED BY THIS OFFICE WILL BE HELD FOR 30 DAYS PRIOR TO CANCELLATION. FEES WILL BE REFUNDED ONLY UPON REQUEST, OR AT THE DISPOSITION OF THE CASE. SERVICE REQUESTS MAY BE REINSTATED UPON APPROPRIATE ACTION BY THE PARTIES.

INSTRUMENTS TO BE SERVED:

(Fill In Instrument Sequence Number, i.e. 1st, 2nd, etc.)

ORIGINAL PETITION

_____ AMENDED PETITION
 _____ SUPPLEMENTAL PETITION

COUNTERCLAIM

_____ AMENDED COUNTERCLAIM
 _____ SUPPLEMENTAL COUNTERCLAIM

CROSS-ACTION:

_____ AMENDED CROSS-ACTION
 _____ SUPPLEMENTAL CROSS-ACTION

THIRD-PARTY PETITION:

_____ AMENDED THIRD-PARTY PETITION
 _____ SUPPLEMENTAL THIRD-PARTY PETITION

INTERVENTION:

_____ AMENDED INTERVENTION
 _____ SUPPLEMENTAL INTERVENTION

INTERPLEADER

_____ AMENDED INTERPLEADER
 _____ SUPPLEMENTAL INTERPLEADER

INJUNCTION**MOTION TO MODIFY****SHOW CAUSE ORDER****TEMPORARY RESTRAINING ORDER****BILL OF DISCOVERY:**

ORDER TO: _____
 (specify)

MOTION TO: _____
 (specify)

PROCESS TYPES:**NON WRIT:****CITATION**

ALIAS CITATION
 PLURIES CITATION
 SECRETARY OF STATE CITATION
 COMMISSIONER OF INSURANCE
 HIGHWAY COMMISSIONER
 CITATION BY PUBLICATION
 NOTICE
 SHORT FORM NOTICE

PRECEPT (SHOW CAUSE)
 RULE 106 SERVICE

SUBPOENA**WRITS:**

ATTACHMENT (PROPERTY)
 ATTACHMENT (WITNESS)
 ATTACHMENT (PERSON)

CERTIORARI

EXECUTION
 EXECUTION AND ORDER OF SALE

GARNISHMENT BEFORE JUDGMENT
 GARNISHMENT AFTER JUDGMENT

HABEAS CORPUS
 INJUNCTION
 TEMPORARY RESTRAINING ORDER

PROTECTIVE ORDER (FAMILY CODE)
 PROTECTIVE ORDER (CIVIL CODE)

POSSESSION (PERSON)
 POSSESSION (PROPERTY)

SCIRE FACIAS
 SEQUESTRATION
 SUPERSEDEAS



I, Chris Daniel, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.
Witness my official hand and seal of office
this December 14, 2016

Certified Document Number: 72611796 Total Pages: 3

Chris Daniel, DISTRICT CLERK
HARRIS COUNTY, TEXAS

In accordance with Texas Government Code 406.013 electronically transmitted authenticated documents are valid. If there is a question regarding the validity of this document and or seal please e-mail support@hcdistrictclerk.com

Exhibit A-4



CHRIS DANIEL
HARRIS COUNTY DISTRICT CLERK

ENTERED
VERIFIED *[Signature]*

Civil Process Pick-Up Form

CAUSE NUMBER: 16-740472

ATY _____

CIVIL COURT SC

REQUESTING ATTORNEY/FIRM NOTIFICATION

*ATTORNEY: Cooper, J. James PH: 713-469-3871

*CIVIL PROCESS SERVER: Box 46

*PH: _____

*PERSON NOTIFIED SVC READY: _____

* NOTIFIED BY: _____

DATE: _____

Type of Service Document: _____
Type of Service Document: _____
Type of Service Document: Out
Type of Service Document: _____
Type of Service Document: _____
Type of Service Document: _____
Type of Service Document: _____

Tracking Number 7289585
Tracking Number 9581
Tracking Number 95-13
Tracking Number _____
Tracking Number _____
Tracking Number _____
Tracking Number _____

Process papers prepared by: **Shanelle Taylor**

Date: 11/10 2016 30 days waiting 12-10-14

*Process papers released to:	<u>Kim Lawson</u>
<u>281000 0510</u>	(PRINT NAME) <u>Kim Lawson</u>
*(CONTACT NUMBER)	(SIGNATURE) <u>[Signature]</u>
*Process papers released by:	(PRINT NAME) <u>Brianna Denman</u>
	(SIGNATURE) <u>[Signature]</u>
* Date: <u>Nov 10</u> , 2016	Time: <u>1:04</u> AM / PM <u>(P)</u>



I, Chris Daniel, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.
Witness my official hand and seal of office
this December 14, 2016

Certified Document Number: 72696120 Total Pages: 1

Chris Daniel, DISTRICT CLERK
HARRIS COUNTY, TEXAS

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Exhibit A-5



CHRIS DANIEL
HARRIS COUNTY DISTRICT CLERK

ENTERED
VERIFIED AB

Civil Process Pick-Up Form

CAUSE NUMBER: 2016-76472
ATY _____ CIV X COURT 80

REQUESTING ATTORNEY/FIRM NOTIFICATION

*ATTORNEY: Walter J. James * PH: 713-469-3879
*CIVIL PROCESS SERVER: Bryce V. Liberty Lit Support
*PH: 281-200-5310
*PERSON NOTIFIED SVC READY: _____
*NOTIFIED BY: WJ
*DATE: 11-11-16

Type of Service Document: <u>At</u>	Tracking Number <u>73320119</u>
Type of Service Document: _____	Tracking Number _____
Type of Service Document: <u>At</u>	Tracking Number <u>7340118</u>
Type of Service Document: _____	Tracking Number _____
Type of Service Document: <u>Insurance At</u>	Tracking Number <u>73320123</u>
Type of Service Document: _____	Tracking Number _____
Type of Service Document: _____	Tracking Number _____

Process papers prepared by: **Wanda Chambers**

Date: 11-11-16 2016 30 days waiting 12-11-16

*Process papers released to: Dee Carey
(PRINT NAME)
713-229-5858 Dee Carey
(CONTACT NUMBER) (SIGNATURE)
*Process papers released by: Stacy Taylor
(PRINT NAME)
ST
(SIGNATURE)
* Date: Nov. 28, 2016 Time: 11:29 AM PM

RECORDER'S MEMORANDUM
This instrument is of poor quality
at the time of imaging



I, Chris Daniel, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.
Witness my official hand and seal of office
this December 14, 2016

Certified Document Number: 72893182 Total Pages: 1

Chris Daniel, DISTRICT CLERK
HARRIS COUNTY, TEXAS

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Exhibit A-6

CIVIL PROCESS REQUEST FORM

11/22/2016 3:00:44 PM

Chris Daniel - District Clerk Harris County

Envelope No. 13934136

By: Shanelle Taylor

Filed: 11/22/2016 3:00:44 PM

FOR EACH PARTY SERVED YOU MUST FURNISH ONE (1) COPY OF THE PLEADING
FOR WRITS FURNISH TWO (2) COPIES OF THE PLEADING PER PARTY TO BE SERVED

CASE NUMBER: 2016-76472 CURRENT COURT: 80th

TYPE OF INSTRUMENT TO BE SERVED (See Reverse For Types): PLAINTIFF'S FIRST AMENDED PETITION

FILE DATE OF MOTION: NOVEMBER 22, 2016
Month/ Day/ Year

SERVICE TO BE ISSUED ON (Please List Exactly As The Name Appears In The Pleading To Be Served):

1. NAME: ZACHRY INDUSTRIAL, INC.

ADDRESS: 1999 BRYAN STREET, SUITE 900, DALLAS, TEXAS 75201

AGENT, (if applicable): CT Corporation System

TYPE OF SERVICE/PROCESS TO BE ISSUED (see reverse for specific type): CITATION

SERVICE BY (check one):

☐ ATTORNEY PICK-UP ☐ CONSTABLE

☒ CIVIL PROCESS SERVER - Authorized Person to Pick-up: Box 46 Liberty Lit Support Phone: 281-200-5310

☐ MAIL ☐ CERTIFIED MAIL

☐ PUBLICATION:

Type of Publication: ☐ COURTHOUSE DOOR, or
☐ NEWSPAPER OF YOUR CHOICE: _____

☐ OTHER, explain _____

ATTENTION: Effective June1, 2010

For all Services Provided by the DISTRICT CLERKS OFFICE requiring our office to MAIL something back to the Requesting Party, we require that the Requesting Party provide a Self-Addressed Stamped Envelope with sufficient postage for mail back. Thanks you,

2. NAME: _____

ADDRESS: _____

AGENT, (if applicable): _____

TYPE OF SERVICE/PROCESS TO BE ISSUED (see reverse for specific type): _____

SERVICE BY (check one):

☐ ATTORNEY PICK-UP ☐ CONSTABLE

☐ CIVIL PROCESS SERVER - Authorized Person to Pick-up: _____ Phone: _____

☐ MAIL ☐ CERTIFIED MAIL

☐ PUBLICATION:

Type of Publication: ☐ COURTHOUSE DOOR, or
☐ NEWSPAPER OF YOUR CHOICE: _____

☐ OTHER, explain _____

ATTORNEY (OR ATTORNEY'S AGENT) REQUESTING SERVICE:

NAME: J. James Cooper TEXAS BAR NO./ID NO. 04780010

MAILING ADDRESS: 811 Main Street, Suite 1700

PHONE NUMBER: 713 469-3800 FAX NUMBER: 713 469-3899
area code phone number area code fax number

EMAIL ADDRESS: _____

SERVICE REQUESTS WHICH CANNOT BE PROCESSED BY THIS OFFICE WILL BE HELD FOR 30 DAYS PRIOR TO CANCELLATION. FEES WILL BE REFUNDED ONLY UPON REQUEST, OR AT THE DISPOSITION OF THE CASE.

SERVICE REQUESTS MAY BE REINSTATED UPON APPROPRIATE ACTION BY THE PARTIES.

INSTRUMENTS TO BE SERVED:

(Fill In Instrument Sequence Number, i.e. 1st, 2nd, etc.)

ORIGINAL PETITION

1st AMENDED PETITION
 _____ SUPPLEMENTAL PETITION

COUNTERCLAIM

_____ AMENDED COUNTERCLAIM
 _____ SUPPLEMENTAL COUNTERCLAIM

CROSS-ACTION:

_____ AMENDED CROSS-ACTION
 _____ SUPPLEMENTAL CROSS-ACTION

THIRD-PARTY PETITION:

_____ AMENDED THIRD-PARTY PETITION
 _____ SUPPLEMENTAL THIRD-PARTY PETITION

INTERVENTION:

_____ AMENDED INTERVENTION
 _____ SUPPLEMENTAL INTERVENTION

INTERPLEADER

_____ AMENDED INTERPLEADER
 _____ SUPPLEMENTAL INTERPLEADER

INJUNCTIONMOTION TO MODIFYSHOW CAUSE ORDERTEMPORARY RESTRAINING ORDERBILL OF DISCOVERY:

ORDER TO: _____
 (specify)

MOTION TO: _____
 (specify)

PROCESS TYPES:NON WRIT:CITATION

ALIAS CITATION
 PLURIES CITATION
 SECRETARY OF STATE CITATION
 COMMISSIONER OF INSURANCE
 HIGHWAY COMMISSIONER
 CITATION BY PUBLICATION
 NOTICE
 SHORT FORM NOTICE

PRECEPT (SHOW CAUSE)
 RULE 106 SERVICE

SUBPOENAWRITS:

ATTACHMENT (PROPERTY)
 ATTACHMENT (WITNESS)
 ATTACHMENT (PERSON)

CERTIORARI

EXECUTION
 EXECUTION AND ORDER OF SALE

GARNISHMENT BEFORE JUDGMENT
 GARNISHMENT AFTER JUDGMENT

HABEAS CORPUS
 INJUNCTION
 TEMPORARY RESTRAINING ORDER

PROTECTIVE ORDER (FAMILY CODE)
 PROTECTIVE ORDER (CIVIL CODE)

POSSESSION (PERSON)
 POSSESSION (PROPERTY)

SCIRE FACIAS
 SEQUESTRATION
 SUPERSEDEAS



I, Chris Daniel, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.
Witness my official hand and seal of office
this December 14, 2016

Certified Document Number: 72839478 Total Pages: 2

Chris Daniel, DISTRICT CLERK
HARRIS COUNTY, TEXAS

In accordance with Texas Government Code 406.013 electronically transmitted authenticated documents are valid. If there is a question regarding the validity of this document and or seal please e-mail support@hcdistrictclerk.com

Exhibit A-7

CAUSE NO. 2016-76472

THE BROCK GROUP, INC.,	§	IN THE DISTRICT COURT OF
	§	
Plaintiff,	§	
	§	
VS.	§	
	§	HARRIS COUNTY, TEXAS
AIG SPECIALTY INSURANCE,	§	
COMPANY, PETRIN CORPORATION	§	
AND ZACHRY INDUSTRIAL, INC.	§	
	§	
Defendant.	§	
	§	80 th JUDICIAL DISTRICT

PLAINTIFF'S FIRST AMENDED PETITION

Plaintiff The Brock Group, Inc. ("Brock") files this its First Amended Petition against defendants AIG Specialty Insurance Company ("AIG"), Petrin Corporation ("Petrin"), and Zachry Industrial, Inc. ("Zachry") (collectively, the "Defendants"), and shows the following:

DISCOVERY

1. Plaintiff requests discovery be conducted under Level 3, pursuant to TEX. R. CIV. P. 190.4.

PARTIES

2. Brock is a Texas corporation maintaining its principal place of business in Houston, Texas and engaging in the business of providing industrial services to industrial facilities in Houston and the surrounding areas.

3. AIG is an Illinois corporation maintaining its principal place of business in New York, New York and engaging in the business of providing and selling insurance, including professional liability insurance, in Texas. AIG may be served with process through its agent, the Texas Department of Insurance, 333 Guadalupe, Austin, Texas 78701. The Texas Department of

Insurance may forward service to General Counsel, Legal Department, AIG Specialty Insurance Company, 175 Water Street, New York, New York 10038.

4. Petrin is a Florida corporation maintaining its principal place of business in Port Allen, Louisiana and engaging in the business of providing industrial services to industrial facilities in Houston and the surrounding areas. Petrin may be served with process on its registered agent for service of process, Corporation Service Company, 211 E 7th Street, Suite 620, Austin, Texas 78701.

5. Zachry is a Delaware corporation maintaining its principal place of business in San Antonio, Texas and engaging in the business of providing industrial services to industrial facilities in Houston and the surrounding areas. Zachry may be served with process on its registered agent for service of process, CT Corporation System, 1999 Bryan Street, Suite 900, Dallas, Texas 75201.

JURISDICTION AND VENUE

6. This Court has subject matter jurisdiction of this cause to grant all relief requested by Plaintiff. The amount in controversy is within the jurisdictional limits of this Court.

7. Venue is proper in this county pursuant to TEX. CIV. PRAC. & REM. CODE § 15.002(a)(1) because a substantial part of the events or omissions giving rise to the asserted claims occurred in Harris County, Texas, including the placement of the insurance policy at issue.

FACTS

A. The Scaffold Incident

8. The Dow Chemical Company (“Dow”) contracted with several industrial services firms, including Brock, Petrin and Zachry, to perform services at Dow’s St. Charles Operations facility in Hahnville, Louisiana (the “Facility”).

9. Dow engaged Brock to design, engineer and provide a 248 foot scaffold in order to allow other subcontractors, including Defendants Petrin and Zachry, to perform work on the DA-110 ethylene column at the Facility. Upon information and belief, Dow engaged Petrin to perform sand blasting services and Zachry to conduct certain mechanical services in connection with the column.

10. By August 2014, the scaffold was assembled for use.

11. Upon information and belief, Petrin, through its sand blasting activities on March 25, 2015 and March 26, 2015, negligently caused massive and excessive amounts of sand to accumulate and remain on various levels of the scaffolding.

12. Upon additional information and belief, Brock later discovered that Zachry made unauthorized modifications to the scaffold without Brock’s direction or consent.

13. On March 26, 2015, an inspection revealed that the scaffold’s structure was failing on two different levels of the scaffolding. Further inspections later revealed additional structural failures (collectively, the “Incident”).

14. Brock was forced to immediately develop a recovery plan to repair and reinforce the scaffold. On April 11, 2015, the scaffold was fully functioning and work around the column resumed.

B. The Dow Claim

15. On July 22, 2015, Brock received a letter from Dow stating that, as a result of the Incident, work at the St. Charles facility was significantly delayed, leaving Dow with a total of \$16 million in damages (the “Dow Claim”).

16. Receipt of the July 22, 2015 letter provided the first knowledge to Brock that Dow suffered any damages as a result of the Incident.

17. In its letter, Dow claimed that the scaffold was improperly and defectively designed by Brock and requested reimbursement from Brock in the amount of \$16 million dollars’ for their cost incurred, as a result of the faulty scaffolding.

18. On March 28, 2016, Brock settled the Dow Claim for a total of \$8 million (the “Settlement”). The Settlement was not only prudent, but reasonable in light of Brock’s legal liability to Dow for its Claim.

C. Brock’s Insurance Coverage

19. To protect itself against such claims, Brock had historically purchased professional liability insurance from Defendant AIG.

20. Relevant here is Contractor’s Professional and Pollution Liability Insurance Policy No. CPPL 4464518 that AIG issued to Brock for the policy period June 1, 2015 – June 1, 2016 (the “Policy”).

21. On November 20, 2015, Brock alerted AIG to the existence of the Dow Claim and requested coverage for the same under the Policy.

22. The Dow Claim states a claim that falls within the professional liability coverage provided by the Policy because it is a written demand received by Brock that alleges liability or responsibility for an error or omission in rendering design and/or engineering services.

23. After acknowledging receipt of notice for the Dow Claim, on November 30, 2015, AIG requested additional information about the Claim which Brock promptly provided.

24. On February 29, 2016, AIG denied coverage for the Dow Claim.

25. Following this wrongful denial by AIG, as asserted earlier, Brock entered into the Settlement with Dow on March 28, 2016.

26. Although Brock demanded that AIG reimburse Brock for the full amount of the Settlement for the Dow Claim, AIG has failed to contribute towards the Settlement.

27. No defenses to coverage apply under the Policy, or AIG has waived all defenses to coverage under the Policy, or such defenses are the subject of estoppel.

28. To the extent that any provision of the Policy is ambiguous, it should be construed in favor of coverage.

CAUSES OF ACTION AND DAMAGES

A. Breach of Contract Against AIG

29. The Policy is a valid and enforceable insurance contract for which all premiums have been paid.

30. Brock has performed all of its obligations under the Policy, and any and all conditions precedent to Brock's rights under the Policy respecting the Dow Claim have been satisfied or waived.

31. Pursuant to the terms and conditions of the Policy, AIG is contractually obligated to reimburse Brock for the full amount of the Settlement paid by Brock in connection with the Dow Claim.

32. By failing to reimburse Brock for the Settlement payment, AIG has materially breached its insurance contract, which breach has damaged, and continues to damage, Brock.

B. Violation of Texas Insurance Code Chapter 541 Against AIG

33. AIG violated Texas Insurance Code Chapter 541 by failing to effect a fair and equitable payment of the Settlement when Brock's liability became reasonably clear.

34. This violation caused Brock to suffer damages.

35. Further, to the extent that this unlawful act and practice under Chapter 541 of the Texas Insurance Code was committed knowingly, Brock is entitled to an award of multiples damages under Texas Insurance Code Section 541.152.

C. Alternative Claims: Negligence Against Defendants Petrin and Zachry

36. AIG advised Brock that it "must do whatever is necessary to secure and effect any rights of indemnity, contribution or apportionment that the Insured may have."

37. In compliance with AIG's instructions, Brock seeks, in the alternative and to the extent the Incident resulted from excessive sand accumulation on and/or unauthorized modifications to the scaffold, to hold Defendants Petrin and Zachry responsible for the Incident.

38. Petrin and Zachry owed Brock a duty to act with reasonable care, so as not to create an unreasonably dangerous condition on and/or with respect to the scaffold, the property of another.

39. Petrin breached its duty of reasonable care by allowing excessive amounts of sand to accumulate on the scaffold, failing to properly remove all sand and failing to warn Brock and others of the dangerous condition created by the sand. The excess sand on the scaffold, either alone or in concert with Zachry's unauthorized modifications to the scaffold, caused the Incident.

40. Zachry breached its duty of reasonable care by modifying certain aspects of the scaffold without permission and this modification weakened the scaffold's structure. The unauthorized modifications, either alone or in concert with the added weight of the sand deposited by Petrin, caused the Incident.

41. The hazard created by excessive amounts of sand and/or modifications to the scaffold were foreseeable and caused damage to Brock.

**D. Alternative Claims: Contribution and Indemnity Claim
Against Petrin and Zachry**

42. Alternatively, Brock is entitled to indemnity, contribution, and/or set off from Defendants Petrin and Zachry whose fault caused or contributed to Brock's liability and its Settlement payment to Dow, for which recovery is sought, and Brock is further entitled to liability protection to the full extent permitted under the applicable law.

E. Damages

43. Defendants' wrongful conduct as described above is a direct, proximate, and/or producing cause of Brock's actual, general, economic, special, consequential, direct and indirect damages.

F. Attorney's Fees

44. Brock was forced to retain the undersigned attorneys to pursue this action. Therefore, pursuant to TEX. CIV. PRAC. & REM. CODE § 38.001 and Tex. Ins. Code § 541.152, all of Brock's reasonable and necessary attorneys' fees may be recovered-through trial, appeal, and Supreme Court review.

JURY DEMAND

45. Brock demands a jury trial and hereby tenders the proper fee.

PRAYER

THEREFORE, Brock requests that:

- a) AIG, Petrin, and Zachry answer these claims;
- b) Judgment be entered against AIG for:

1. All actual, general, economic, special, consequential, direct and indirect damages suffered by Brock;
2. Multiple Damages if AIG knowingly committed unlawful acts and practices under the Texas Insurance Code;
3. Prejudgment and post-judgment interest at the maximum allowable rate;
4. Reasonable and necessary attorney's fees and expenses incurred in this litigation;
5. All costs in prosecuting this litigation; and
6. Any additional relief, legal and equitable, general or special, to which Brock may be justly or equitable entitled.

c) In the alternative, judgment be entered against Petrin and Zachry for:

1. All actual, general, economic, special, consequential, direct and indirect damages suffered by Brock;
2. Prejudgment and post-judgment interest at the maximum allowable rate; and
3. All costs in prosecuting this litigation.

Respectfully submitted,

REED SMITH LLP

By: 

J. James Cooper

T.X. I.D. No. 04780010

REED SMITH LLP

811 Main Street

Suite 1700

Houston, Texas 77002

Telephone: 713.469.3800

Facsimile: 713.469.3899

jcooper@reedsmith.com

*Lead Attorney for Plaintiff,
The Brock Group, Inc.*

OF COUNSEL:

REED SMITH LLP

Caitlin R. Garber (*pro hac vice forthcoming*)

Pa. I.D. No. 311321

cgarber@reedsmith.com

Three Logan Square

1717 Arch Street, Suite 3100

Philadelphia, PA 19103

Telephone: 215.851.8100

Facsimile: 215.851.1420



I, Chris Daniel, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date. Witness my official hand and seal of office this December 14, 2016

Certified Document Number: 72827958 Total Pages: 9

Chris Daniel, DISTRICT CLERK
HARRIS COUNTY, TEXAS

In accordance with Texas Government Code 406.013 electronically transmitted authenticated documents are valid. If there is a question regarding the validity of this document and or seal please e-mail support@hcdistrictclerk.com

Exhibit A-8

AFFIDAVIT OF SERVICE**State of Texas****County of Harris****80th Judicial District Court**

Case Number: 201676472

Plaintiff:

THE BROCK GROUP

vs.

Defendant:

AIG SPECIALTY INSURANCE COMPANY

For:

J. James Cooper
811 Main Street
Suite 1700
Houston, TX 77002Received by Liberty Litigation Support on the 14th day of November, 2016 at 10:00 am to be served on **AIG Specialty Insurance Company c/o Texas Department of Insurance, 333 Guadalupe, Austin, TX 78701.**I, Pat Young, being duly sworn, depose and say that on the **16th day of November, 2016 at 12:30 pm, I:**Executed service by delivering a true copy of the **Citation, Plaintiffs Original Petition**, to: **Franchetta Alexander, of Texas Department of Insurance as Authorized Agent** at the address of: **333 Guadalupe, Austin, TX 78701**, who is authorized to accept service for **AIG Specialty Insurance Company**, and informed said person of the contents therein, in compliance with state statutes.

"I certify that I am over the age of 18, have no interest in the above action, and am a Certified Process Server in good standing in the judicial circuit in which the process was served. I have personal knowledge of the facts set forth in this affidavit, and they are true and correct."

Subscribed and Sworn to before me on the 17th day of November, 2016 by the affiant who is personally known to me.


NOTARY PUBLIC
Pat Young

SCH-5863 Exp-9/30/2018

Liberty Litigation Support
7171 Highway 6
#250
Houston, TX 77095
(832) 427-5460Our Job Serial Number: ONT-2016003535
Ref: BROCK GROUP/AIG SPECIALTY



I, Chris Daniel, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date. Witness my official hand and seal of office this December 14, 2016

Certified Document Number: 72909606 Total Pages: 1

Chris Daniel, DISTRICT CLERK
HARRIS COUNTY, TEXAS

In accordance with Texas Government Code 406.013 electronically transmitted authenticated documents are valid. If there is a question regarding the validity of this document and or seal please e-mail support@hcdistrictclerk.com

Exhibit A-9

AFFIDAVIT OF SERVICE**State of Texas****County of Harris****80th Judicial District Court**

Case Number: 201676472

Plaintiff:

THE BROCK GROUP

vs.

Defendant:

AIG SPECIALTY INSURANCE COMPANY

For:

J. James Cooper
811 Main Street
Suite 1700
Houston, TX 77002

Received by Liberty Litigation Support on the 14th day of November, 2016 at 10:00 am to be served on **Petrin Corporation c/o Corporation Service Company, registered agent, 211 East 7th Street, Suite 620, Austin, TX 78701.**

I, Pat Young, being duly sworn, depose and say that on the **16th day of November, 2016 at 12:45 pm, I:**

Executed service by delivering a true copy of the **Citation, Plaintiffs Original Petition**, to: **Sue Vertrees, of Corporation Service Company as Authorized Agent** at the address of: **211 East 7th Street, Suite 620, Austin, TX 78701**, who is authorized to accept service for **Petrin Corporation**, and informed said person of the contents therein, in compliance with state statutes.

"I certify that I am over the age of 18, have no interest in the above action, and am a Certified Process Server in good standing in the judicial circuit in which the process was served. I have personal knowledge of the facts set forth in this affidavit, and they are true and correct."

Subscribed and Sworn to before me on the 17th day of November, 2016 by the affiant who is personally known to me.

Ann McCracken
NOTARY PUBLIC

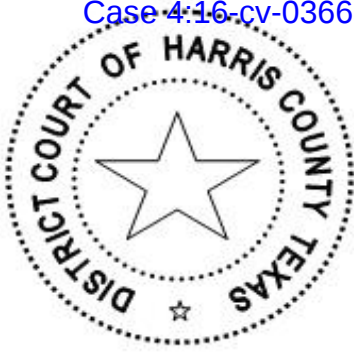


Pat Young
Pat Young
SCH-5863 Exp-9/30/2018

Liberty Litigation Support
7171 Highway 6
#250
Houston, TX 77095
(832) 427-5460

Our Job Serial Number: ONT-2016003536
Ref: BROCK GROUP/AIG SPECIALTY





I, Chris Daniel, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.
Witness my official hand and seal of office
this December 14, 2016

Certified Document Number: 72910014 Total Pages: 1

Chris Daniel, DISTRICT CLERK
HARRIS COUNTY, TEXAS

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Exhibit A-10

**ENTERED
VERIFIED**

CAUSE NUMBER: 16-76472
CIV 2 COURT 80

ATY_____

*ATTORNEY: Cooper, J. PH: 713-469-3879

*CIVIL PROCESS SERVER: Liberty Lt #7 Box 46

*PH: 281-200-5310

*PERSON NOTIFIED SVC READY: _____

* NOTIFIED BY: _____

DATE: _____

Type of Service Document: _____	Tracking Number <u>73317977</u>
Type of Service Document: _____	Tracking Number _____
Type of Service Document: _____	Tracking Number _____
Type of Service Document: <u>Cit</u> _____	Tracking Number _____
Type of Service Document: _____	Tracking Number _____
Type of Service Document: _____	Tracking Number _____
Type of Service Document: _____	Tracking Number _____

Process papers prepared by: Shanelle Taylor

Date: 12-4 2016 30 days waiting 1 - 6 - 17

*Process papers released to: Kim Lanson
(PRINT NAME)
281 200 5310 Kim Lanson
(CONTACT NUMBER) (SIGNATURE)

*Process papers released by: Mitchell
(PRINT NAME)
Mitchell
(SIGNATURE)

* Date: 12-8, 2016 Time: 2:00 AM ☒ PM

RECORDER'S MEMORANDUM
This instrument is of poor quality
at the time of imaging

Revised 12-15-2014



I, Chris Daniel, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date. Witness my official hand and seal of office this December 14, 2016

Certified Document Number: 73073305 Total Pages: 1

Chris Daniel, DISTRICT CLERK
HARRIS COUNTY, TEXAS

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Exhibit A-11

Cause No. 2016-76472

THE BROCK GROUP, INC.,	§	IN THE DISTRICT COURT OF
<i>Plaintiff,</i>	§	
	§	
VS.	§	HARRIS COUNTY, TEXAS
	§	
AIG SPECIALTY INSURANCE	§	
COMPANY, PETRIN CORPORATION	§	
AND ZACHARY INDUSTRIAL, INC.,	§	80 TH JUDICIAL DISTRICT
<i>Defendants.</i>	§	

**DEFENDANT AIG SPECIALTY INSURANCE COMPANY'S
ORIGINAL ANSWER TO PLAINTIFF'S FIRST AMENDED PETITION**

1. Now comes Defendant AIG Specialty Insurance Company (hereinafter "ASIC"), and files its Original Answer to Plaintiff's First Amended Petition.

GENERAL DENIAL

2. Pursuant to Rule 92 of the Texas Rules of Civil Procedure, ASIC denies each and every allegation contained in Plaintiff's First Amended Petition, and demands strict proof as required by law.

AFFIRMATIVE DEFENSES

3. The Policy ASIC issued includes two coverage parts: Coverage A – Professional Liability and Coverage B – Contractor's Pollution Liability. The underlying claim asserted by Dow against The Brock Group, Inc. ("Brock") does not involve pollution. Accordingly, no coverage is available under Coverage B.

4. The insuring language of Coverage A provides that ASIC will pay on behalf of Brock, Loss that Brock is legally obligated to pay as a result of Claims first made against Brock and reported to ASIC during the Policy Period for Breach of

Professional Duty. However, Exclusion V. precludes coverage for any Claim based upon or arising out any Breach of Professional Duty prior to the inception date of the Policy, if Brock knew or reasonably could have foreseen that such Breach of Professional Duty could give rise to a Claim under this Policy. Because prior to the June 1, 2015, Policy inception date Brock knew or reasonably could have foreseen that the Breach of Professional Duty alleged by Dow could give rise to a Claim under the Policy, the Claim is excluded from coverage by Exclusion V.

5. Coverage is also precluded for misrepresentation in the application pursuant to Policy Condition C., because when Brock submitted its application for the Policy on June 1, 2015, it did not disclose the events of March 26 and 28, 2015 when asked in the application to describe “any fact, circumstance or situation which could result in a claim being made against you or any other person or entity for whom coverage is being sought.”

6. Pursuant to the Insuring Agreement of Coverage A, there is no coverage for any Claim that is not for Breach of Professional Duty, i.e., an error or omission in the provision or non-provision of Professional Services, as those terms are defined in the Policy. The only Professional Services involved appear to have been the scaffold design prepared by Scaffold Engineering, Inc., and Brock disputed Dow’s claim that the events of March 26 and 28, 2015 were caused by any design defect. There is no coverage to the extent Brock is not legally liable for the scaffold design prepared by Scaffold Engineering, Inc.

7. Coverage is also precluded by Brock's violation of Claim Provision 4., pursuant to which the Insured must not make any payment, admit any liability, settle any Claims or assume any obligations without the prior written consent of the Company.

8. Exclusion Z. precludes coverage for any Claim based upon Brock's failure to complete any construction in a timely manner or within a prescribed period of time, except Damages which did not arise out of a negligent act, error or omission in the rendering of Professional Services are not excluded.

9. Exclusion BB. precludes coverage for any Claim based upon or arising out of the recommendation or implementation of construction means, methods, techniques, procedures or sequences.

10. Exclusion DD. precludes coverage for any Claim based upon the management, supervision, scheduling, planning, coordination or performance of construction work performed by the Insured or by any other person or entity contracted by or with the Insured, including but not limited to, Claims for consequential damages, extended overhead and financing costs, disruption, acceleration, inefficiencies, suspension of work and any direct or special costs associated within any of the foregoing.

11. Exclusion K. precludes coverage for any Claim arising out of the cost to repair or replace faulty workmanship, assembly, construction, erection, fabrication, installation or remediation if such work is performed by an Insured. Exclusion K. precludes coverage for the cost to repair or replace the scaffolding.

12. Exclusion F. precludes coverage for any Claim arising out of the design or manufacture of the Named Insured's Products.

13. There is no coverage for any amounts not falling within the Policy definitions of Loss, Damages, or Claim Expenses.

14. With a few exceptions, the Policy is excess to all other insurance pursuant to the provisions of Endorsement No. 5. When the Policy is excess, ASIC will pay only its share of the amount of Loss, if any, that exceeds the total amount of all such valid insurance, whether collectible or not.

JURY DEMAND

15. ASIC demands a trial by jury and tenders the jury fee with this filing.

PRAYER

16. Defendant, AIG Specialty Insurance Company, requests that the Court enter judgment that plaintiff take nothing against AIG, that plaintiff pay court costs, and that AIG have such other relief to which it may be justly entitled, at law or in equity.

Respectfully submitted,

WRIGHT & CLOSE, LLP

/s/ Thomas C. Wright

Thomas C. Wright

State Bar No. 22059400

Henry S. Platts, Jr.

State Bar No. 00784770

J. Andrew Love

State Bar No. 24007571

Elizabeth Rivers

State Bar No. 24052020

One Riverway, Suite 2200

Houston, Texas 77056

Telephone: (713) 572-4321

Facsimile: (713) 572-4320

wright@wrightclose.com

platts@wrightclose.com

love@wrightclose.com

rivers@wrightclose.com

Counsel for Defendant,

AIG Specialty Insurance Company

CERTIFICATE OF SERVICE

I certify that the foregoing document has been served via e-service to all parties of record on this 9th day of December, 2016.

J. James Cooper
Reed Smith LLP
811 Main Street, Suite 1700
Houston, Texas 77002
jcooper@reedsmith.com

***Lead Attorney for Plaintiff,
The Brock Group, Inc.***

- ☒ Electronic Service
- ☐ Email
- ☐ Certified Mail
- ☐ U.S Mail
- ☐ Facsimile
- ☐ Hand Delivery

Caitlin R. Garber
Reed Smith LLP
Three Logan Square
1717 Arch Street, Suite 3100
Philadelphia, PA 19103
cgarber@reedsmith.com

***Of Counsel for Plaintiff,
The Brock Group, Inc.***

- ☒ Electronic Service
- ☐ Email
- ☐ Certified Mail
- ☐ U.S Mail
- ☐ Facsimile
- ☐ Hand Delivery

/s/ Thomas C. Wright

Thomas C. Wright



I, Chris Daniel, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date. Witness my official hand and seal of office this December 14, 2016

Certified Document Number: 73038232 Total Pages: 6

Chris Daniel, DISTRICT CLERK
HARRIS COUNTY, TEXAS

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Exhibit A-12

2016-76472

COURT: 080th

FILED DATE: 11/3/2016

CASE TYPE: Insurance



BROCK GROUP INC (THE)

Attorney: COOPER, J. JAMES

VS.

AIG SPECIALTY INSURANCE COMPANY

Attorney: WRIGHT, THOMAS CLARK

Docket Sheet Entries	
Date	Comment

HCDistrictclerk.comBROCK GROUP INC (THE) vs. AIG SPECIALTY
INSURANCE COMPANY

12/15/2016

Cause: 201676472 CDI: 7 Court: 080

APPEALS

No Appeals found.

COST STATMENTS

No Cost Statments found.

TRANSFERS

No Transfers found.

POST TRIAL WRITS

No Post Trial Writs found.

ABSTRACTS

No Abstracts found.

SETTINGS

No Settings found.

NOTICES

No Notices found.

SUMMARY**CASE DETAILS**

File Date	11/3/2016
Case (Cause) Location	Civil Intake 1st Floor
Case (Cause) Status	Active - Civil
Case (Cause) Type	Insurance
Next/Last Setting Date	N/A
Jury Fee Paid Date	12/9/2016

COURT DETAILS

Court	080 th
Address	201 CAROLINE (Floor: 9) HOUSTON, TX 77002 Phone:7133686100
JudgeName	LARRY WEIMAN
Court Type	Civil

ACTIVE PARTIES

Name	Type	Post Jdgm	Attorney
BROCK GROUP INC (THE)	PLAINTIFF - CIVIL		COOPER, J. JAMES
AIG SPECIALTY INSURANCE COMPANY	DEFENDANT - CIVIL		WRIGHT, THOMAS CLARK
PETRIN CORPORATION	DEFENDANT - CIVIL		
ZACHRY CONSTRUCTION CORPORATION	DEFENDANT - CIVIL		
AIG SPECIALTY INSURANCE COMPANY (AN ILLINOIS CORPORATION) BY SERVING 175 WATER STREET, NEW YORK, NY 10038	REGISTERED AGENT		
PETRIN CORPORATION (A FLORIDA CORPORATION) BY SERVING ITS REGISTERED 211 E 7TH STREET SUITE 620, AUSTIN, TX 78701	REGISTERED AGENT		

ZACHRY CONSTRUCTION CORPORATION (A REGISTERED AGENT
DELAWARE CORPORATION) BY SERVING

1999 BRYAN STREET SUITE 900, DALLAS, TX 75201

ZACHRY INDUSTRIAL INC DEFENDANT - CIVIL

ZACHRY INDUSTRIAL INC (CORPORATION) BY REGISTERED AGENT
SERVING ITS REGISTERED AGENT

INACTIVE PARTIES

No inactive parties found.

JUDGMENT/EVENTS

Date	Description	Order Signed	Post Jdgm	Pgs Volume /Page	Filing Attorney	Person Filing
12/9/2016	ANSWER FIRST AMENDED ORIGINAL PETITION			0	WRIGHT, THOMAS CLARK	AIG SPECIALTY INSURANCE COMPANY
12/9/2016	JURY FEE PAID (TRCP 216)			0		
12/9/2016	JURY FEE PAID (TRCP 216)			0		
11/22/2016	FIRST AMENDED ORIGINAL PETITION			0	COOPER, J. JAMES	BROCK GROUP INC (THE)
11/3/2016	ORIGINAL PETITION			0	COOPER, J. JAMES	BROCK GROUP INC (THE)

SERVICES

Type	Status	Instrument	Person	Requested	Issued	Served	Returned	Received	Tracking	Deliver To
CITATION (INSURANCE COMMISSION CORPORATE)	SERVICE RETURN/EXECUTED	ORIGINAL PETITION	AIG SPECIALTY INSURANCE COMPANY (AN ILLINOIS CORPORATION) BY SERVING	11/3/2016	11/10/2016	11/16/2016			73309573	CIV AGCY-CIVILIAN SERVICE AGENCY
175 WATER STREET NEW YORK NY 10038										
CITATION CORPORATE	SERVICE ISSUED/IN POSSESSION OF SERVING AGENCY	ORIGINAL PETITION	PETRIN CORPORATION (A FLORIDA CORPORATION) BY SERVING ITS REGISTERED	11/3/2016	11/10/2016				73309581	CIV AGCY-CIVILIAN SERVICE AGENCY
211 E 7TH STREET SUITE 620 AUSTIN TX 78701										
CITATION CORPORATE	SERVICE ISSUED/IN POSSESSION OF SERVING AGENCY	ORIGINAL PETITION	ZACHRY CONSTRUCTION CORPORATION (A DELAWARE CORPORATION) BY SERVING	11/3/2016	11/10/2016				73309585	CIV AGCY-CIVILIAN SERVICE AGENCY
1999 BRYAN STREET SUITE 900 DALLAS TX 75201										
CITATION CORPORATE	SERVICE ISSUED/IN POSSESSION OF SERVING AGENCY	ORIGINAL PETITION	ZACHRY CONSTRUCTION CORPORATION (A DELAWARE CORPORATION) BY SERVING	11/4/2016	11/11/2016				73310118	CIV AGCY-CIVILIAN SERVICE AGENCY
1999 BRYAN STREET SUITE 900 DALLAS TX 75201										
CITATION CORPORATE	SERVICE ISSUED/IN POSSESSION OF SERVING AGENCY	ORIGINAL PETITION	PETRIN CORPORATION (A FLORIDA CORPORATION) BY SERVING ITS REGISTERED	11/4/2016	11/11/2016				73310119	CIV AGCY-CIVILIAN SERVICE AGENCY

211 E 7TH STREET SUITE 620 AUSTIN TX 78701

CITATION (INSURANCE COMMISSION CORPORATE)	SERVICE ISSUED/IN POSSESSION OF SERVING AGENCY	ORIGINAL PETITION	AIG SPECIALTY INSURANCE COMPANY (AN ILLINOIS CORPORATION) BY SERVING	11/4/2016	11/11/2016	73310123	CIV AGCY- CIVILIAN SERVICE AGENCY
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175 WATER STREET NEW YORK NY 10038

CITATION CORPORATE	SERVICE ISSUED/IN POSSESSION OF SERVING AGENCY	AMENDED ORIGINAL PETITION	ZACHRY INDUSTRIAL INC (CORPORATION) BY SERVING ITS REGISTERED AGENT	11/22/2016	12/6/2016	73317977	CIV AGCY- CIVILIAN SERVICE AGENCY
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DOCUMENTS

Number	Document	Post Jdgm	Date	Pgs
73038232	Def AIG's Original Answer to Plf's 1st Amended Petition		12/09/2016	6
73073305	Civil Process Pick-Up Form		12/06/2016	1
72909606	Affidavit of Service		11/30/2016	1
72910014	Affidavit of Service		11/30/2016	1
72827958	Plaintiff's First Amended Petition		11/22/2016	9
72839478	Civil Process Request Form		11/22/2016	2
72893182	Civil Process Pick-Up Form		11/11/2016	1
72696120	Civil Process Pick-Up Form		11/10/2016	1
72611796	Civil Process Request Form		11/04/2016	3
72597912	Plaintiff's Original Petition		11/03/2016	9
-> 72597913	Civil Case Information Sheet		11/03/2016	2